



MICHAEL RECUPERO, ESQ.

Correspondence

Item No. 2c & 3b

Newport Beach Country Club

PA2005-140 and PA2008-152

November 16, 2011

Commissioners, Newport Beach Planning Commission
C/O Ms. Kimberly Brandt and Ms. Marlene Burns
CITY OF NEWPORT BEACH
3300 Newport Boulevard
Newport Beach, CA 92663

BY ELECTRONIC MAIL AND U.S. POST (CERTIFIED MAIL)

Re: November 17, 2011 Planning Commission Agenda Items 2 (PA 2005-140) and 3 (PA2008-152)

Dear Commissioners:

This letter is written on behalf of one-half of the ownership of the Newport Beach Country Club and Tennis Club (the "Properties")¹ which you are considering tomorrow night.

Comments on Agenda Item 2 (PA2005-140): Newport Beach Country Club, Inc.

We would reiterate our support for the Newport Beach Country Club, Inc. plan as a reasonable exercise of our tenant's authority to improve the leasehold interest, with the inclusion of the revised frontage road (Attachment 1) as reflected in the most recent staff report.

The Frontage Road. The frontage road is preferable from a planning standpoint, and:

1. Is the preference of the Applicant and the above referenced ownership interests;
2. Has been modified to be one-way, narrowed and provides for more desirable turning movements than originally proposed;
3. Provides a greater landscaping setback from PCH to the parking lot (approximately 20' difference) as compared to the "no frontage road" option;
4. Serves the operational needs of the IBC leasehold as well as the longstanding needs of the adjacent Armstrong Nursery;
5. Is consistent with mandates of the City's traffic engineering constraints.

¹ The Fainbarg Family Trust (managed by Irving Chase), the Mira Mesa Shopping Center-West, and the Mesa Shopping Center-East (managed by Elliot Feuerstein), collectively own 50% of the Properties.



Additionally, Attachment 2, the July 13, 2010 letter from the Tenant to the City, describes why maintaining the frontage road is the most prudent and legally defensible option. This should be considered in conjunction with Attachment 3 which sets out the relevant recorded documents, including the *Termination of Access Easement* document (Recordation No. 19970630399). The *Termination* only purports to conditionally terminate certain historic easements, and not others. Simply stated, the public record suggests that enforceable easement rights to the 26.5-foot easement (See, document Nos. 92-662454 and 93-0139174) continue to exist, in favor of Feuerstein and Fainbarg.

No Encumbrance on Fee Interest. Finally, we understand that the Applicant is required through the IBC Development Agreement to provide security for the leasehold improvements. We understand the Tenant has the right to encumber its leasehold interest, however, we do not consent to any new encumbrance or obligation, recorded or otherwise, which affects the underlying fee.

Comments on Agenda Item 3 (PA2008-152): Golf Realty Fund

We incorporate by reference the earlier letters on file relative to our position on this Planning Application and reiterate our position that Golf Realty Fund lacks the right to unilaterally entitle this property.²

Development Agreement. Inasmuch as the City has been provided with the title report, and the Owner's Agreement, we believe the City's decision to withhold the GRF Development Agreement from our review until yesterday is inequitable and unjustified. The Development Agreement suggests that it is binding on the "Property" as defined in section 2.2. and is required to be recorded. Our review of the law suggests that it be amended to require the consent of the Property owners, not just Golf Realty Fund. It should also set out the City's expectation that future discretionary permits and ministerial (building and grading permits) will require all owners' consent.

Planned Community Text. The current Planned Community Text draft does not adequately provide the owner flexibility to adjust the mixed-use element of the zoning allowed by General Plan Land Use designation MU-H3. As 50% of the ownership of this property has not approved the current development plan, we believe that providing such flexibility, and including a specific provision which allows for staff-level amendment, may ultimately allow the parties and the City to meaningfully address a revised plan on a go forward basis.

² We continue to believe that the City's reliance on the former Newport Beach Municipal Code Section 20.90.030(C) in denying our Client's the right to participate on this project is misplaced when the City is clearly relying on the amended Municipal Code for all other matters related to this project.



Thank you for your consideration.

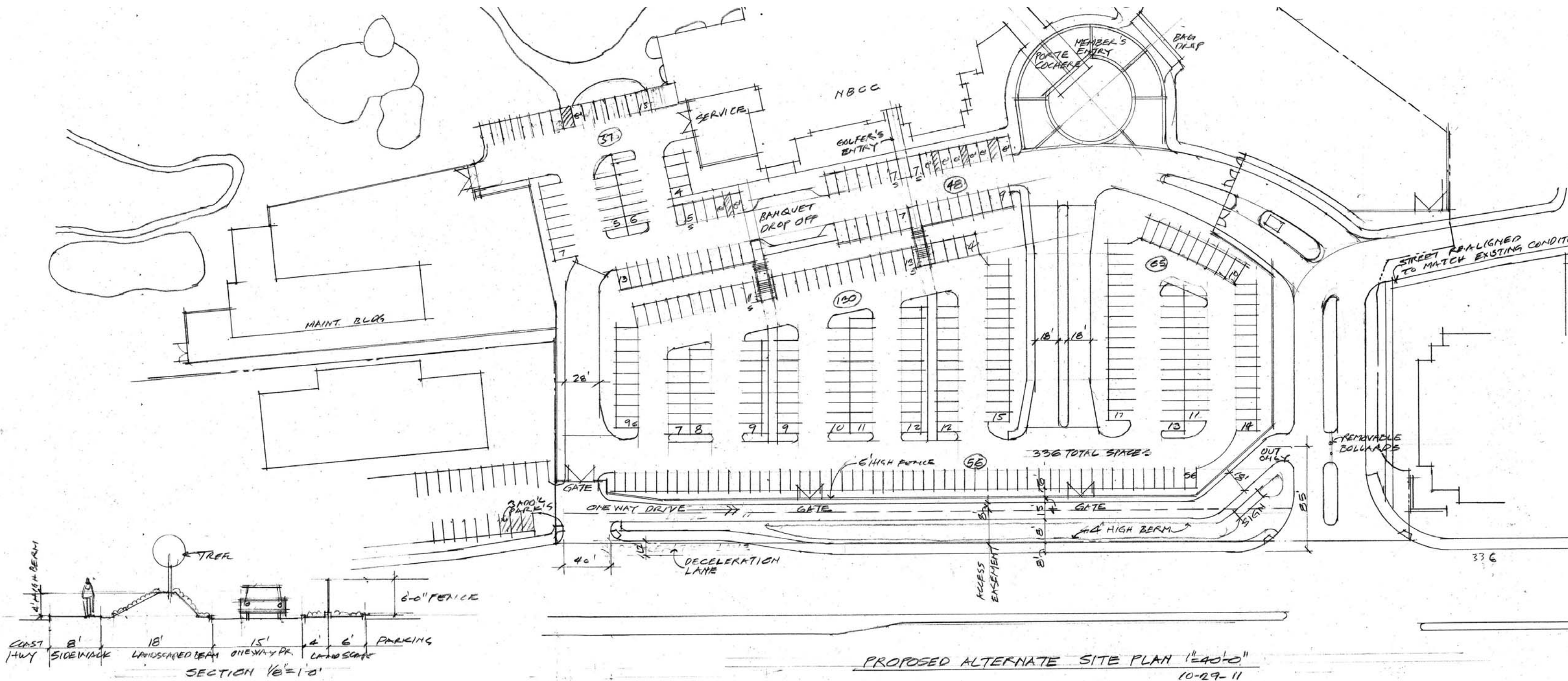
Sincerely,

A handwritten signature in black ink, appearing to be 'WR' with a flourish.

Michael Recupero, Esq.

Ecc:

Commissioner Ameri
Commissioner Kramer
Commissioner Toerge
Commissioner Hawkins
Commissioner Myers
Elliot Feuerstein
Irving Chase
John Olson, Esq.
Tim Paone, Esq.
Leonie Mulvihill, Esq.





July 13, 2010

City of Newport Beach
Attn: Rosalinh Ung
Planning Department
3300 Newport Boulevard
Newport Beach, CA 92663

Subject: PA 2008–152 Newport Beach Country Club, Frontage Road Access Easement

Dear Ms. Ung:

You recently forwarded to CAA Planning a copy of a First American Title Report (First American Report) dated June 2010 and asked for our review related to the access easement. The First American Report does not identify the existence of an access easement over the frontage road paralleling East Coast Highway. However, the 2008 Fidelity National Title Report (Fidelity Report) submitted by the Newport Beach Country Club (NBCC) does identify this easement. As you know, that easement has been, and continues to be used by motorists who patronize the Armstrong Nursery.

Based on our review of the First American Report, we concur that it does not disclose the 26.5 foot access easement (Instrument No. 93-0139174) identified in the Fidelity Report in favor of Russell Fluter, included as Attachment 1. The Fidelity Report correctly captured the 1993 Easement Deed granted to Russell Fluter by the Irvine Company, included as Attachment 2. As we have previously discussed, a 25 foot access easement over the frontage road held by Messrs Feuerstein and Fainbarg was terminated in 1996. The termination of the 25 foot easement is included as Attachment 3.

Records maintained by the County of Orange Recorder's office show a 2009 quitclaim deed and release of easement (Instrument No. 93-0139174) from Mr. Fluter to Messrs Feuerstein and Fainbarg. The quitclaim deed and release of easement is included as Attachment 4. The County Recorder's office does not show any subsequent action by Mr. Feuerstein or Mr. Fainbarg to terminate the 26.5 foot easement. We can assure the City of Newport Beach that our client, the NBCC, would have gladly foregone the excessive time and resources to produce site plan alternatives retaining the nursery access easement over the frontage road.

You have asked why the 26.5 foot access easement does not show on parcel map 79-704. It is our understanding that parcel maps are not revised or updated to display such easements. This is why the 1980 parcel map does not depict the 26.5 foot easement from 1993. We contacted First American Title Company in an effort to determine why their report does not capture the



Ms. Rosalinh Ung
July 13, 2010
Page 2 of 2

26.5 foot access easement over the frontage road, but they have not responded to our inquiry. In an abundance of caution, the City may wish to inquire of Mr. O'Hill whether he has documentation verifying the termination of the 26.5 foot easement following the 2009 release from Mr. Fluter to Messrs Feuerstein and Fainbarg.

Please contact us at your earliest convenience if you have any questions. Thank you.

Sincerely,

CAA PLANNING, INC.


Shawna L. Schaffner
Chief Executive Officer

cc: Mr. Dave Wooten
Mr. Patrick Alford

Attachments: 1. Excerpt from 2008 Fidelity National Title Report showing 26.5 foot access easement in favor of Russell Fluter
2. 1993 26.5 foot Access Easement Deed
3. 1996 25 foot Access Easement Termination
4. 2009 Quitclaim of Fluter 26.5 foot Access Easement to Feuerstein & Fainbarg



Fidelity National Title Company

PRELIMINARY REPORT

In response to the application for a policy of title insurance referenced herein, Fidelity National Title Company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a policy or policies of title insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an exception herein or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations or Conditions of said policy forms.


The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Attachment One. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Attachment One. Copies of the policy forms should be read. They are available from the office which issued this report.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

The policy(s) of title insurance to be issued hereunder will be policy(s) of Fidelity National Title Insurance Company, a California corporation.

Please read the exceptions shown or referred to herein and the exceptions and exclusions set forth in Attachment One of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

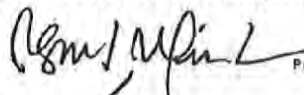
It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects and encumbrances affecting title to the land.


Countersigned

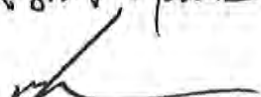


Fidelity National Title Company

BY


President

ATTEST


Secretary



Fidelity National Title Company

ISSUING OFFICE: 1300 Dove Street, Suite 310 • Newport Beach, CA 92660
949 622-5000 • FAX Call for Fax

PRELIMINARY REPORT

Amended

Title Officer: David James

Title No.: 08-**725116135**-A-DJ
Locate No.: CAFNT0972-0972-0051-0725116135

TO: California National Bank
1301 Dove Street, Suite 101
Newport Beach 92660

ATTN: Traci Dawson

SHORT TERM RATE:

PROPERTY ADDRESS: 1600 E. Coast Highway, Newport Beach, California

EFFECTIVE DATE: June 26, 2008, 07:30 A.M.

The form of policy or policies of title insurance contemplated by this report is:

ALTA Loan Policy (6/17/06)

1. THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:

A Fee

2. TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:

**ALLAN FAINBARG AND SARA FAINBARG, as Trustees of THE FAINBARG FAMILY TRUST, dated April 19, 1982, as to an undivided 25% interest;
GOLF REALTY FUND, a California limited partnership formerly known as NEWPORT BEACH COUNTRY CLUB, a California limited partnership, as to an undivided 25% interest;
MIRA MESA SHOPPING CENTER-WEST LLC, as to an undivided 10% interest;
MESA SHOPPING CENTER-EAST LLC, as to an undivided 15% interest;
GOLF REALTY FUND, a California limited partnership, as to an undivided 25% interest, all as tenants in common.**

3. THE LAND REFERRED TO IN THIS REPORT IS DESCRIBED AS FOLLOWS:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

CJ\JK 07/08/2008

LEGAL DESCRIPTION

EXHIBIT "A"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED CITY OF NEWPORT BEACH, COUNTY OF ORANGE, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

PARCEL A:

PARCEL 1 OF PARCEL MAP NO. 79-704, AS PER MAP FILED IN BOOK 152, PAGES 17 TO 20 INCLUSIVE OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

AND THAT PORTION OF BACK BAY DRIVE AS SHOWN ON PARCEL MAP NO. 79-704, AS PER MAP FILED IN BOOK 152, PAGES 17 TO 20 OF PARCEL MAPS, THAT WOULD ATTACH BY OPERATION OF THE LAS TO ABUTTING PROPERTY OWNERS BY VACATION RECORDED October 17, 1989 AS INSTRUMENT NO. 89-558952 OFFICIAL RECORDS.

EXCEPTING THEREFROM ANY AND ALL OIL, OIL RIGHTS, MINERALS, MINERAL RIGHTS, NATURAL GAS RIGHTS, AND OTHER HYDROCARBONS BY WHATSOEVER NAME KNOWN, GEOTHERMAL STEAM, AND ALL PRODUCTS DERIVED FROM ANY OF THE FOREGOING, THAT MAY BE WITHIN OR UNDER THE LAND. TOGETHER WITH THE PERPETUAL RIGHT OF DRILLING, MINING, EXPLORING AND OPERATING THEREFOR AND STORING IN AND REMOVING THE SAME FROM THE LAND OR ANY OTHER LAND, INCLUDING THE RIGHT TO WHIPSTOCK, OR DIRECTIONALLY DRILL AND MINE FROM LANDS OTHER THAN THOSE CONVEYED HEREBY, OIL OR GAS WELLS, TUNNELS AND SHAFTS INTO, THROUGH OR ACROSS THE SUBSURFACE OF THE LAND, AND TO BOTTOM SUCH WHIPSTOCKED OR DIRECTIONALLY DRILLED WELLS, TUNNELS AND SHAFTS UNDER AND BENEATH OR BEYOND THE EXTERIOR LIMITS THEREOF, AND TO REDRILL, RETUNNEL, EQUIP, MAINTAIN, REPAIR, DEEPEN AND OPERATE ANY SUCH WELLS OR MINES; WITHOUT, HOWEVER, THE RIGHT TO DRILL, MINE, STORE, EXPLORE AND OPERATE THROUGH THE SURFACE OR THE UPPER 500 FEET OF THE SUBSURFACE OF THE LAND, AS RESERVED IN THE DEED FROM THE IRVINE COMPANY, A MICHIGAN CORPORATION, RECORDED MARCH 9, 1993 AS INSTRUMENT NOS. 93-0158178, 93-0158179 AND 93-0158180, ALL OFFICIAL RECORDS.

APN 442-011-51 AND 52

PARCEL B:

PARCEL 3 OF PARCEL MAP NO. 79-704, AS SHOWN ON A MAP FILED IN BOOK 152, PAGES 17 TO 20 INCLUSIVE OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM ANY AND ALL OIL, OIL RIGHTS, MINERALS, MINERAL RIGHTS, NATURAL GAS RIGHTS, AND OTHER HYDROCARBONS BY WHATSOEVER NAME KNOWN, GEOTHERMAL STEAM, AND ALL PRODUCTS DERIVED FROM ANY OF THE FOREGOING, THAT MAY BE WITHIN OR UNDER THE LAND, TOGETHER WITH THE PERPETUAL RIGHT OF DRILLING, MINING, EXPLORING AND OPERATING THEREFROM AND STORING IN AND REMOVING THE SAME FROM THE LAND OR ANY OTHER LAND, INCLUDING THE RIGHT TO WHIPSTOCK OR DIRECTIONALLY DRILL AND MINE FROM LANDS OTHER THAN THOSE CONVEYED HEREBY, OIL OR GAS WELLS, TUNNELS AND SHAFTS INTO, THROUGH OR ACROSS THE SUBSURFACE OF THE LAND, AND TO BOTTOM SUCH WHIPSTOCKED OR DIRECTIONALLY DRILLED WELLS, TUNNELS AND SHAFTS UNDER AND BENEATH OR BEYOND THE EXTERIOR LIMITS THEREOF, AND TO REDRILL, RETUNNEL, EQUIP, MAINTAIN, REPAIR, DEEPEN AND OPERATE ANY SUCH WELLS OR MINES; WITHOUT, HOWEVER, THE RIGHT TO DRILL, MINE, STORE, EXPLORE AND OPERATE THROUGH THE SURFACE OR THE UPPER 500 FEET OF THE

EXHIBIT "A" (continued)

Title No. 08-**725116135**-A-DJ
Locate No. CAFNT0972-0972-0051-0725116135

SUBSURFACE OF THE LAND, AS RESERVED IN THE DEED FROM THE IRVINE COMPANY, A MICHIGAN CORPORATION, RECORDED MARCH 9, 1993 AS INSTRUMENT NO. 93-0158178, 93-0158179 AND 93-0158180, ALL OF OFFICIAL RECORDS.

APN: 442-011-53

23. **Easement(s)** for the purpose(s) shown below and rights incidental thereto as granted in a document.

Granted to: The Irvine Company
Purpose: Access, ingress, egress, maintenance, repair and landscaping purposes
Recorded: October 24, 1991, Instrument No. 91-582076, of Official Records
Affects: Parcel A

24. Intentionally Deleted

25. **Easement(s)** for the purpose(s) shown below and rights incidental thereto as granted in a document.

Granted to: Russell Fluter, a single man
Purpose: Ingress, egress
Recorded: March 1, 1993, Instrument No. 93-0139174, of Official Records
Affects: The Southwesterly 26.50 feet of Parcel B

26. **Covenants, conditions and restrictions** (deleting therefrom any restrictions indicating any preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin) as set forth in the document

Recorded: March 9, 1993, Instrument No. 93-0158176, of Official Records

Said covenants, conditions and restrictions provide that a violation thereof shall not defeat the lien of any mortgage or deed of trust made in good faith and for value.

A mortgage with the power of sale executed by O Hill Properties, a California Limited Partnership, as to an undivided 50% interest; Allan Fainbarg and Sara Fainbarg, as Trustees of the Fainbarg Family Trust dated April 19, 1982 as to an undivided 35% interest; Mesa Shopping Center-East, a California General Partnership, as to an undivided 15% interest, all as tenants in common, as Mortgagor to the Irvine Company, a Michigan Corporation as mortgagee, for the purpose of Securing any and all increment of additional purchase price described in Section 3.4 (A) of and as set forth in the above referred to Declaration.

Was subordinated by an instrument recorded September 27, 1994 as Instrument No. 94-0581056 of Official Records, executed by Allan A. Fainbarg and Sara Fainbarg, trustees of the Fainbarg Family Trust dated April 19, 1982, as to an undivided 25% interest, Mesa Shopping Center-East, a California general partnership, as to an undivided 15% interest, Mira Mesa, Shopping Center-West, a California general partnership, as to an undivided 10% interest, O Hill Properties, a limited partnership, as to an undivided 25% interest, and Newport Beach Country Club, a California limited partnership, as to an undivided 25% interest, all as tenants in common, The Irvine Company, a Michigan corporation and Transamerica Life Insurance and Annuity Company, a California corporation, to the deed of trust which was recorded September 27, 1994 as Instrument No. 94-0581054 of Official Records.

#25

DOC # 93-0139174
01-MAR-1993 09:38 AM

RECORDING REQUESTED BY:
CHICAGO TITLE CO.
WHEN RECORDED MAIL TO:

O'NEIL & MYERS
610 Newport Center Drive
Suite 1700
Newport Beach, California 92660
Attention: Paul M. Mowley, Esq.
(415,102-2336)

Recorded in Official Records
of Orange County, California
Los A. Branch, County Recorder
Page 1 of 3 Page 0 11.00
Tax 0 0.00

This Easement Deed is exempt pursuant to Section 1-1-167 of the
Transfer Tax Ordinance of the County of Orange

CONVEYANCE WITHOUT CONSIDERATION - No Tax Due
Charles S. Myers
Attorney

EASEMENT DEED

(Amalgam's)

The undersigned, THE IRVING COMPANY, a Michigan corporation
("grantor"), hereby grants to Russell Fluter, a single man
("grantee"), non-exclusive easements as set forth in that certain
instrument entitled "Declaration of Access Easements" dated as of
September 29, 1992 and recorded on October 1, 1992 as Instrument
No. 92-662482, as amended by that certain First Amendment to
Declaration of Access Easement dated as of October 15, 1992 and
recorded concurrently herewith, over and across that certain real
property described in Exhibit A attached hereto.

Dated: February 12, 1993

THE IRVING COMPANY,
a Michigan corporation

By:

Richard G. Sim,
Executive Vice President

By:

Donald McQuitt,
Vice President



This document filed for record as
an accommodation only. It has not
been examined as to its execution
or as to its effect upon the title.

STATE OF CALIFORNIA

COUNTY OF ORANGE

88.

On February 12, 1993, before me, a Notary Public in and for said state, personally appeared Richard G. Sia and Donald McWitt, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledge to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which such persons acted, executed the instrument.

WITNESS my hand and official seal.



Bonnie L. Beider
Notary Public in and for
said County and State



EXHIBIT A

DESCRIPTION OF EASEMENT AREA

AN EASEMENT FOR INGRESS AND EGRESS PURPOSES OVER THE SOUTHWESTERLY 26.50 FEET OF PARCEL 3 PARCEL MAP NO. 79-704, IN THE CITY OF NEWPORT BEACH, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 152, PAGES 17 THROUGH 20, INCLUSIVE OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID ORANGE COUNTY.

ENC-1118571

A-1

10/11/18

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

NBCC LAND
One Upper Newport Plaza
Newport Beach, CA 92660

Recorded in the County of Orange, California
Gary L. Granville, Clerk/Recorder



21.00

19970630399 4:29pm 12/08/97

005 22033011 22 42

T01 6 6.00 15.00 0.00 0.00 0.00 0.00

TERMINATION OF ACCESS EASEMENT

THIS TERMINATION OF ACCESS EASEMENT is made as of November 30, 1996, by ARNOLD D. FEUERSTEIN and ALLAN FAIBARG (collectively referred to as "Owners"), who are the fee owners of the property located at 1500 E. Pacific Coast Highway, Newport Beach, California, legally described on Exhibit "A" attached hereto and incorporated herein by this reference (the "Property")

ARTICLE I RECITALS

A. The Property is partially served for ingress and egress by a secondary access road which runs parallel and adjacent to Pacific Coast Highway and is located upon the adjacent Newport Beach County Club property (the "Secondary Access").

B. The Property's rights to use the Secondary Access is by way of that certain non-exclusive easement and right of vehicular and pedestrian ingress and egress set forth in that certain instrument entitled "Declaration of Access Easement" dated as of September 29, 1992 and recorded on October 1, 1992 as Instrument No. 92-662452 in the Official Records of Orange County, California, as amended by that certain First Amendment to Declaration of Access Easement dated as of October 15, 1992 and recorded March 1, 1993 as Instrument No. 93-0139175 in the Official Records, such easement being described on Exhibit "B" attached hereto and incorporated herein by this reference ("the Existing Easement").

C. The City of Newport Beach has requested that the Existing Easement be abandoned because the Secondary Access creates a hazardous traffic condition at the entry to Newport Beach Country Club and contributes to an unsightly condition along Pacific Coast Highway, and Owners concur and are willing to comply with the City's request to abandon the Existing Easement.

D. Owners of the adjacent Newport Beach Country Club property intend to remove the Secondary Access through a portion of the Newport Beach Country Club property described in Exhibit "C" and replace it with landscaping along Pacific Coast Highway per Newport Beach Country Club Master Plan, Tentative Tract 15348, and a landscape plan approved by the City of Newport Beach. The result will be a significant aesthetic improvement along Pacific Coast Highway.

ARTICLE II
TERMINATION OF ACCESS EASEMENT

1. Owners hereby terminate and relinquish their rights in the Existing Easement.

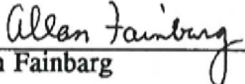
2. Owners' termination of the Existing Easement is conditioned on the City of Newport Beach not prohibiting ingress and egress to the Property primary and direct access from the existing two Pacific Coast Highway curb cuts in front of the Property which have been in use for many years.

IN WITNESS WHEREOF, the undersigned have executed this instrument as of the date first above written.

OWNERS:



Arnold D. Feuerstein

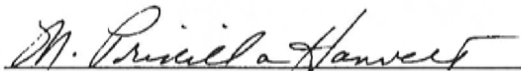


Allan Fainbarg

STATE OF CALIFORNIA)
)
COUNTY OF ORANGE)

On December 13, 1996, before me a Notary Public in and for said County and State, personally appeared Allan Fainbarg, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument he, or the entity upon behalf of which he acted, executed the instrument.

WITNESS my hand and official seal.

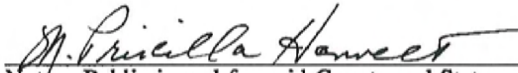

Notary Public in and for said County and State

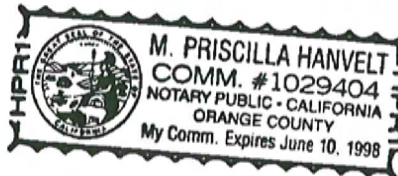


STATE OF CALIFORNIA)
)
COUNTY OF ORANGE)

On December 13, 1996, before me a Notary Public in and for said County and State, personally appeared Arnold D. Feuerstein, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument he, or the entity upon behalf of which he acted, executed the instrument.

WITNESS my hand and official seal.


Notary Public in and for said County and State



terminat.acc

DESCRIPTION OF PROPERTY

Lot 1 of Tract No. 11937, in the City of Newport Beach, County of Orange, State of California, as shown on a Map recorded in Book 656, Pages 24 through 29, inclusive, of Miscellaneous Maps, in the Office of the County Recorder of said County, as corrected by that Tract or Parcel Map Certificate of Correction recorded February 5, 1991 as Instrument No. 91-052940 of Official Records.

EXHIBIT "A"

terminat.acc

NON-EXCLUSIVE EASEMENT FOR
INGRESS AND EGRESS PURPOSES

AN EASEMENT FOR INGRESS AND EGRESS PURPOSES OVER THE SOUTHWESTERLY 25.00 FEET OF PARCEL 3 OF PARCEL MAP NO. 79-704, IN THE CITY OF NEWPORT BEACH, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 152, PAGES 17 THROUGH 20, INCLUSIVE OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID ORANGE COUNTY.

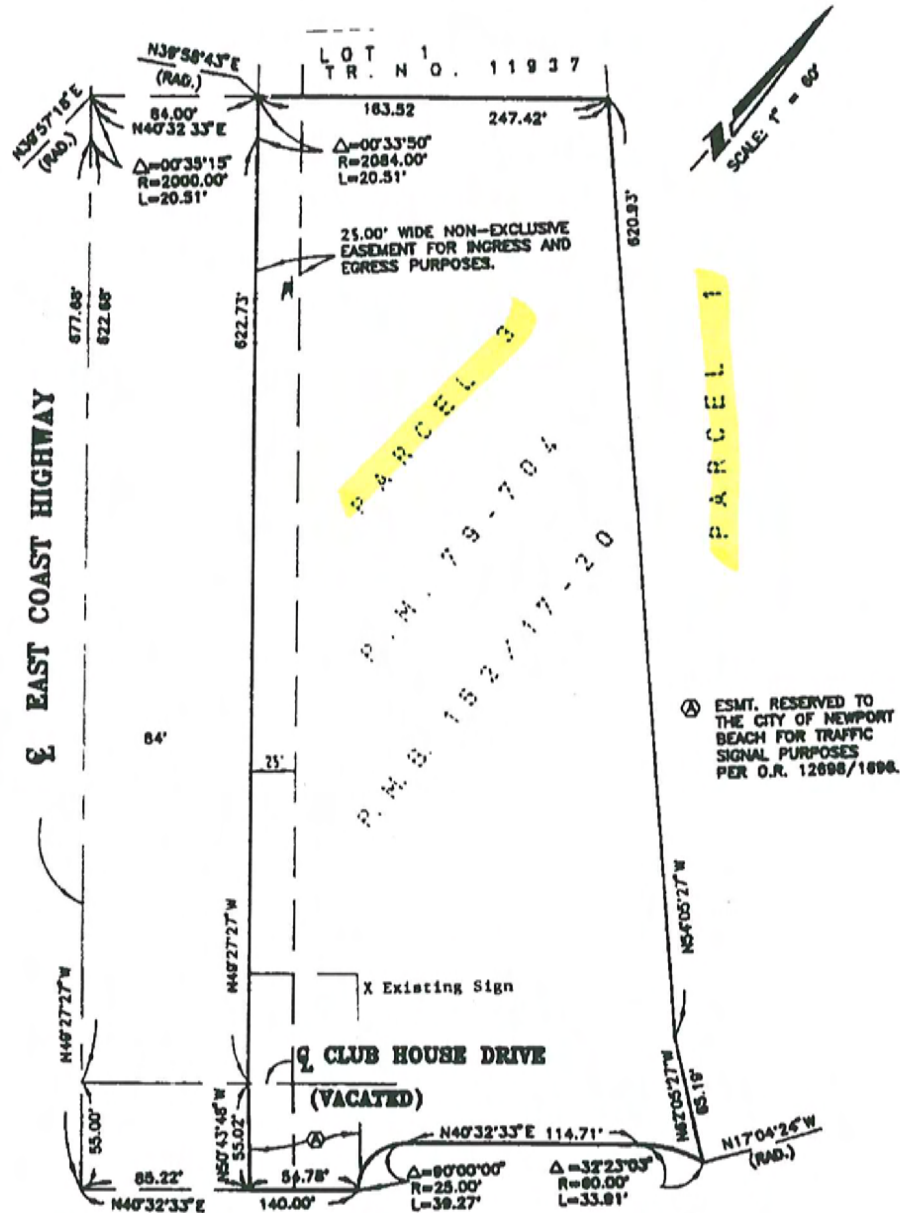


EXHIBIT "B"

terminat.acc

NEWPORT BEACH COUNTRY CLUB

(Portion containing Secondary Access)

Parcel 3 and Parcel 1 of Parcel Map No. 79-704, in the City of Newport Beach, County of Orange, State of California, as shown on a Map recorded in Book 152, Pages 17 through 20, inclusive, of Parcel Maps, in the Office of the County Recorder of said County.

EXHIBIT "C"

terminat.acc

Being Requested By
Fidelity National Title

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL
DOCUMENT:**

Arnold D. Feuerstein, Trustee
Allan Fainbarg, Trustee
129 W. Wilson St., Ste. 100
Costa Mesa, CA. 92627
Attention: Irving M. Chase, Esq.

RFluter - DS

Recorded in Official Records, Orange County

Tom Daly, Clerk-Recorder



32.00

2009000658760 02:18pm 12/08/09

106 402 Q01 3

0.00 0.00 0.00 20.00 8.00 0.00 0.00 0.00

Space Above This Line for Recorder's Use Only

MAIL TAX STATEMENTS TO:

Documentary Transfer Tax: \$0

The value and consideration is less than \$100.00 and there is no additional consideration received by the Grantor, R & T 11911

QUITCLAIM DEED AND RELEASE OF EASEMENT

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **RUSSELL FLUTER**, an individual ("Grantor"), remises, releases and quitclaims to **ARNOLD D. FEUERSTEIN, TRUSTEE OF THE FEUERSTEIN COMMUNITY PROPERTY TRUST** dated **April 13, 1982**, an undivided one-half interest, and **ALLAN FAIBARG, TRUSTEE OF THE FAIBARG FAMILY** dated **April 19, 1982**, an undivided one-half interest, (collectively, "Grantee"), all of the Grantor's right, title, and interest in and to that certain non-exclusive easement granted pursuant to that certain instrument entitled Easement Deed (Amling's) ("Deed") recorded in the Official Records of Orange County, California on March 1, 1993 as Instrument Number 93-0139174, or by any other instrument, as such easement is legally described on Exhibit A ("the Property"), attached hereto and incorporated herein by this reference.

Without limiting the generality of the foregoing, the Grantor hereby releases all rights and obligations associated with the easement pursuant to the Agreement. From and after the date this Quitclaim Deed and Release of Easement is recorded, title to the Easement shall vest in the Grantee.

Grantor has caused this Quitclaim Deed to duly executed on October 23, 2009.

FIDELITY NATIONAL TITLE INSURANCE
COMPANY HAS RECORDED THIS INSTRUMENT
BY REQUEST AS AN ACCOMMODATION ONLY
AND HAS NOT EXAMINED IT FOR REGULARITY
AND SUFFICIENCY OR AS ITS EFFECT UPON
THE TITLE TO ANY REAL PROPERTY THAT
MAY BE DESCRIBED THEREIN.

Russell Fluter
Russell Fluter

EXHIBIT A
Legal Description of Easement

AN EASEMENT FOR INGRESS AND EGRESS PURPOSES OVER THE SOUTHWESTERLY 26.50 FEET OF PARCEL 3 PARCEL MAP NO. 79-704, IN THE CITY OF NEWPORT BEACH, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 152, PAGES 17 THROUGH 20, INCLUSIVE OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID ORANGE COUNTY

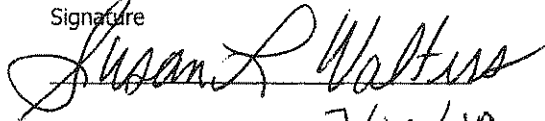
A.P.N.:

File No.: dnehaus (dn)

STATE OF California)SS
COUNTY OF Orange)On 10/23/09, before me, Susan L. Walters, Notary
Public, personally appeared Russell F. Luter, who proved to me on the basis of satisfactory evidence to
be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on
the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is
true and correct.

WITNESS my hand and official seal.

Signature

My Commission Expires: 7/10/10

This area for official notarial seal

Notary
Name: Susan L. Walters
Notary Registration
Number: 1675021Notary
Phone: 949 722-7400
County of Principal Place of
Business: Orange

Armstrong (Amling) Access Easement

10/24/2011

Instrument	Parties		Description	Width	Date signed	Date recorded
	Grantor	Grantee				
92-662452	Irvine Company	Amling Nursery Owners	Declaration of access easement (Amling's Nursery)	25 feet	9/29/1992	10/1/1992
92-662454	Irvine Company	Russell Fluter-A single man	Grant Deed subject to the Declaration of access easement dated 9-29-1992, recorded concurrently			10/1/1992
93-0139174	Irvine Company	Russell Fluter-A single man	Easement Deed (Amling's)	26.5 feet	2/12/1993	3/1/1993
93-0139175	Irvine Company	Russell Fluter-Amling Nursery Owner	First Amendment to access Easement 92-662452	Increased to 26.5 feet	10/15/1992	3/1/1993
93-0158180	Irvine Company	Fainbarg	Grant Deed	No width specified	3/3/1993	3/9/1993
19970630399	Feuerstein & Fainbarg		Termination of Access Easement 92-662452 & 93-0139175	Document references easement (25 ft.) and amendment (to 26.5 ft.);therefore termination is 26.5 ft.	12/13/1996	12/8/1997
19960167327	Russell Fluter	Fainbarg	Grant Deed	Grants non-exclusive easements as set forth in 92-662452	4/2/1996	4/4/1996
19960167328	Russell Fluter	Feuerstein	Grant Deed	Grants non-exclusive easements as set forth in 92-662452	4/2/1996	4/4/1996
2009000658760	Russell Fluter	Feuerstein & Fainbarg	Quitclaim Deed and Release of Easement	Release 93-0139174 to Feuerstein and Fainbarg	10/23/2009	12/8/2009